Terms and Conditions

Terms & Conditions for the use of Lyca Mobile SIM and multipurpose Vouchers

1. Definitions

1.1 Acceptable Use Policy: the policy notified to customer by Lyca mobile (whether that policy is required by Lyca mobile or any underlying network operator enabling the services) governing the acceptable use of the services, which policy may be amended from time to time and which is available at www.lycamobile.se.

1.2 Agreement: the agreement to provide the service to the customer by Lyca mobile which is entered into when the customer purchases and registers with Lyca mobile. These general terms and conditions are an integral part of that Agreement.

1.3 Customer: a natural person who, or a legal entity that enters into an Agreement with Lyca mobile.

1.4 Lyca mobile customer service: the customer services department, which the customer may contact for all questions regarding the Lyca mobile service, to be reached by calling either 3332 from your Lyca mobile or +46 7349 73737 from another phone.

1.5 Lyca mobile: Lyca mobile Europe Limited, 3rd Floor, Wallbrook Building, 195 Marsh Wall, London E14 9SG, United Kingdom

1.6 Lyca mobile service or service: the service through which the customer uses the network for direct transport of telecommunication traffic from mobile users to and from

connection points on the network or to connection points on other networks.
1.7 Lyca mobile SIM Card or SIM Card: a prepaid, pre-activated card containing a microprocessor enabling access to the services.
1.8 Lyca mobile Top-up Voucher: a multipurpose voucher (whether in physical or electronic form) containing a code enabling the customer to redeem the face value against multiple products such as mobile telephony airtime.
1.9 Network: the network for wireless telecommunication.
1.10 Products: Lyca mobile SIM Card and Lyca mobile multipurpose Vouchers or any other product offered by Lyca mobile.
1.11 Roaming services: these are mobile telephony services enabling the continued access to the services by a customer when travelling outside Sweden are which are provided over telecommunications systems of foreign networks outside of the Sweden and over which Lyca mobile has no control. Roaming charges apply in the roaming network usually indicated by the absence of displaying Lyca mobile network on the handset screen.

2. Services and obligations

2.1 Lyca mobile is obliged only to supply the means necessary to provide the proper operations of the Lyca mobile Service within its control. In this regard Lyca mobile will determine the technical means necessary to provide access to this service within its control under optimal conditions.
2.2 Mobile telephony is a form of wireless communication and operates on the basis of transmission of radio and signal frequencies. As such, it can be interfered with by numerous external sources or by obstacles inherent in buildings, vegetation or terrain and as such Lyca mobile cannot guarantee a perfect error free transmission (in terms of actual availability or quality of service) in all locations at all times.
2.3 The quality of the Lyca mobile Service also depends on the quality of the mobile telephone handset used by the customer. Lyca mobile has no control or influence over the mobile telephone handset quality and compatibility.
2.4 The services provided “as-is”. Lyca mobile makes no warranty with respect to the Service and does not guarantee

that services are of satisfactory quality, fitness for a particular purpose, adequate, reliable, accurate, complete, safe electrical clay flawless.

2.5 Occasionally the network and the services may become unavailable due to requirements for upgrading, modification, maintenance or other necessary works relating to the network or services. At these times the services may be temporarily unavailable and Lyca mobile shall endeavour to keep any period of non-availability to a minimum. Lyca mobile shall have no liability for any such periods of unavailability.

2.6 Lyca mobile offers Roaming services but due to the nature of these services Lyca mobile cannot guarantee the availability or quality of Services using such Roaming services.

2.7 Associated with the Lyca mobile SIM Card is the PUK code (personal unlocking key). Instructions relating to their use may change to reflect new technology and will be explained in the “user manual” for the mobile telephone. Customers shall take every necessary precaution to preserve the secrecy of their PUK code. Customers are liable for any malicious or improper use resulting from intentional, fortuitous or accidental communications of these codes or transferring his/her SIM Card.

2.8 Lyca mobile will not be held liable for any loss or inconvenience caused to the customer by any actions of a distributor or retailer including fraud and deception and/or non-payment. In such cases, the customer should contact the distributor and/or retailer from whom they purchased the SIM and/or multipurpose Voucher and request a refund.

2.9 Premium rated SMS and Premium rated calls are expressly excluded from the services.

2.10 Calling rates using the services are displayed on marketing posters, amended from time to time and/or on the website www.lycamobile.se

2.11 Lyca mobile reserves the right to monitor and record communications using the services. This may be done to improve the services, to ensure compliance with Lyca mobile policies, governmental, regulatory or enforcement agency requests, and to detect prevent criminal activity.

2.12 As a matter of policy Lyca mobile will not intentionally disconnect any calls provided that there is credit available for the calls, however it may be possible that calls could get disconnected due to matters beyond Lyca mobile’s control,

e.g. force majeure, carrier fault, technology fault or human error.

2.13 Customers are hereby informed of the inherent risk in the use of the mobile telephone while driving a motorised vehicle. Lyca mobile cannot be held liable for damage resulting from an accident caused by the use of the mobile telephone while a motorised vehicle is being driven.

2.14 Customers are hereby informed of possible interference that a mobile telephone may cause in certain sensitive types of equipment such as medical appliances, aircraft etc. It is therefore essential that the instructions given by the persons with responsibility for such equipment be strictly complied with. Lyca mobile cannot be held liable for any damage resulting from a failure to comply with such instructions.

2.15 Lyca mobile reserves the right, in its absolute discretion (and without prior notice), to restrict or prevent access to certain websites and services over its network, including Voice over Internet Protocol ('VoIP') services. When we decide to restrict or prevent access under this paragraph, you may receive a message stating that the website or service is "not available".

3. The SIM card

3.1 The Lyca mobile SIM Card is used by inserting it into a compatible mobile telephone handset.

3.2 The Lyca mobile SIM Card remains the exclusive property of Lyca mobile. Customer must keep the SIM Card safe and not misuse the SIM Card in any way. Lyca mobile will only replace a SIM Card where it is found to be defective by reason of faulty workmanship or design. Lyca mobile may in its sole discretion charge for replacing a SIM Card where Lyca mobile reasonably believes that the customer has been responsible for the misuse, damage or loss of the original SIM Card. Lyca mobile furthermore reserve the right to recall a Lyca mobile SIM Card at any time. It is customers responsibility to inform Lyca mobile of any damage to the SIM Card purchased by customer.

3.3 The zero (0) credit Lyca mobile SIM Cards do not have the services activated. If you wish to activate and use services, you need to load credit onto the SIM Card Account top-up your account by purchasing and activating multipurpose

Vouchers.If no credit is loaded or no bundles are activated on the SIM Card within the 7 days pre-activation period, the SIM Card will be automatically deactivated and recycled.

3.4 If the Lyca mobile SIM Card is not used to make outbound calls and SMS for three (3) months (the “validity period”), the SIM Card will be blocked preventing any further outbound use by the customer.

3.5 The customer will then have one (1) month to top up their SIM Card. If the customer tops up within 1 month and uses the Service the old credit previously blocked under clause 3.3 will be reinstated and the customer will be able to make and receive calls and SMS as normal.

3.6 If the customer does not top-up within one (1) month from the “validity period” the customers will lose: all unused credit; his/her specific telephone number permanently and the Lyca mobile SIM Card will be blocked permanently from any further use by customer.

3.7 All mobile numbers with no outbound call or SMS activity for 4 months will be directly recycled after 4 months and possibly without customer notification.

4. Multipurpose voucher

4.1 Customers pay for the use of the services by topping-up their SIM Card account. customers do this by purchasing Lyca mobile multipurpose Vouchers and loading credit onto the SIM Card account.

4.2 Customers can top-up their Lyca mobile SIM Card using a multipurpose Voucher at any time after registration including during any validity period.

4.3 If the top-up takes place before the end of a validity period or within one (1) month following the validity period, the credit unused at the time of the top-up will be added to the credit contained on the Lyca mobile multipurpose Voucher.

4.4 Each time the customer top ups his/her Lyca mobile SIM Card during the validity period, the validity period shall be extended for a further three (3) months in line with the above conditions.

4.5 Where the customer has used a Lyca mobile multipurpose Voucher to top-up his/her credit for the use of a SIM Card, that credit can only be used for use with the services and

customer shall not be entitled to receive any cash refund for any outstanding credit remaining on the customer's account at any time, including where the customer fails to use the services during a validity period and the Agreement is terminated.

4.6 Customers pre-payments via Lyca mobile multipurpose Vouchers are not repayable by Lyca mobile nor is interest payable on any credit on a customer account. Each time the services are used by customer (or someone else using a customer's mobile telephone handset) the top-ups purchased will be reduced according to the tariff charges relating to that particular communication.

4.7 Lyca mobile reserves the right to offer the Lyca mobile multipurpose Voucher as a multipurpose voucher that can be redeemed for multiple services (if any) including airtime for the Lyca mobile mobile Service.

4.8 From 5 August 2014 any new top up credit shall expire ninety [90] days from the date of top-up or recharge. For the avoidance of doubt, this does not apply to the existing credit balance in your Account before 5 August 2014.

5. Modification

Where required by operating conditions or the organisation of the service, Lyca Mobile may modify the technical characteristics of its services. customers will not be entitled to compensation for any replacement or modification of mobile telephone handsets made necessary by a change in the network affecting the services.

6. Disconnection

6.1 Lyca Mobile may disconnect the customer fully or partially from the service, without prior notice, if the customer's use of the service threatens network security or functionality, important social considerations or third party protection. In case of other breaches by the customer, Lyca Mobile will give the customer prior notice of the breach and a reasonable time to rectify before disconnecting.

6.2 Disconnections shall take place without the customer being entitled to any compensation. The disconnection will be lifted when Lyca Mobile determines that the customer has fulfilled his/her obligations. The customer shall meet the disconnection costs and those for reconnection. Disconnection of the Service does not release the customer from any of his/her obligations under the Agreement.
6.3 If the customer does not, within any time period allowed under clause 6.1, meet his/her obligations under the Agreement, Lyca Mobile is entitled to terminate the Agreement with immediate effect, upon which all claims of the customer against Lyca Mobile will lapse.
6.4 Either party may terminate the Agreement with immediate effect due to a material breach of the Agreement by the other party; or, on one month's notice to the other party.

7. Customer responsibilities

7.1 Customer shall not use the services for the following activities:

- Any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storing of any information which is of an offensive, abusive, indecent, obscene or menacing nature;x
- Causing, nor knowingly allow others to cause, any nuisance annoyance or inconvenience whether to Lyca Mobile or to any of Lyca Mobile's customers or other persons, which shall include the use of the network for the persistent sending of unsolicited communications without reasonable cause;
- for the purpose of causing harm, damage or impairing the operation of the network over which the services are provided;
- and the storing or dissemination of information which does not belong to the customer and which can be held to infringe the rights of a third party including another person's copyright or other intellectual property rights (unless with the prior consent of such third party).

7.2 Upon purchasing a Lyca Mobile SIM Card the customer may be required to register with Lyca Mobile and this may include the customer providing his/her personal information including their name, address, date of birth, etc. The customer acknowledges that providing false information is a fraudulent act and if Lyca Mobile determines such personal information to be false, Lyca Mobile shall be entitled to terminate this Agreement without any liability to the customer.
7.3 It is the customers responsibility to notify Lyca Mobile of any changes to their personal details and for keeping their details retained by Lyca Mobile up to date.

8. Data protection & customer personal information

8.1 Lyca mobile and any of its group of companies may use the personal information of the customer, the communication information and numbers used by the customer are saved in the files of Lyca mobile and are processed by Lyca mobile or third parties in its name with a view towards:

- the delivery of the service;
- for administration and customer services purposes; and
- information and marketing purposes; all within the framework of the relationship with the customer and in order to initiate information or advertising campaigns connected with the Products or services provided by Lyca mobile.

8.2 By registering with Lyca mobile a customer consents to Lyca mobile sharing his/her information with other companies in the group and external companies who are Lyca mobile's trusted and carefully chosen business partners. Lyca mobile and such carefully chosen business partners will be entitled to contact customers by mail, telephone, e-mail, or SMS to let customers know about any goods, services or promotions which may be of interest to them. customers who do not wish to receive such information relating to advertising campaigns connected with the products provided by Lyca mobile, or do not wish to be contacted by Lyca mobile within the framework of direct commercial prospecting, may at any time request from Lyca mobile, free of charge, to be placed on a list

designated for this purpose. Such request to be made by customer to unsubscribe@lycamobile.com

8.3 By registering with Lyca mobile, customer consents to Lyca mobile transferring his/her personal information to countries which do not provide the same level of data protection as the United Kingdom if necessary for providing the services.

8.4 Lyca mobile will always use and process customer personal information in compliance with Swedish data protection legislation, as amended from time to time.

8.5 Lyca mobile shall provide to customers a copy of his/her personal information held by Lyca mobile where a customer requests access to such information and provided the customer pays the nominal administration fee.

9. Liability of Lyca Mobile

9.1 Lyca mobile has no liability whatsoever as concerns the Lyca mobile SIM Card, Lyca mobile multipurpose Voucher or the provision of the services other than as stated in the Agreement.

9.2 Lyca mobile shall not be liable for any damage or losses resulting from the content of calls or SMS messages sent or received by customer.

9.3 Lyca mobile may not be held liable for damage resulting from intervention by a third party, including any governmental, regulatory or administrative body.

9.4 Under no circumstances shall Lyca mobile be held liable for indirect or intangible damage, nor additional costs, loss of income or profits, loss of customers, loss or damage of data or loss of contracts.

9.5 Lyca mobile shall have no liability or responsibility in the event of loss, theft, fraudulent or wrongful use of the Lyca mobile SIM Card by Lyca mobile customers. Moreover, Lyca mobile shall not be liable to reimburse credit used by Lyca mobile customers or any other person where a customer is not in control of the SIM Card and has failed to notify Lyca mobile that he/she has lost his/her control over the SIM Card, and shall furthermore not be held responsible for any consequences resulting from use of services linked to a Lyca mobile SIM Card.

9.6 Lyca mobile's liability to a customer shall be limited to total maximum aggregate amount (including legal costs and

other expenses) of ten thousand Swedish Krona (SEK 10,000) per claim or series of related claims.

9.7 Where a customer suffers any damage or loss the customer shall notify Lyca mobile in writing of the damage as soon as possible and in any event within four (4) weeks after the discovery that damage has occurred. Damage that not has been reported to Lyca mobile within this period shall not be compensated. This period shall not apply to a customer (a natural person not acting in the capacity of a professional or enterprise) if the customer makes a reasonable case for the fact that he or she could not have been reasonably expected to notify Lyca mobile within this period.

9.8 Lyca mobile will not be liable to perform any obligations or provide the services because of any event of force majeure, i.e. any factor outside its control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, governmental action, or by any act or decision made by a court of competent jurisdiction.

9.9 Lyca mobile is not liable for any purchases, either physical or electronic, made by the customers from any sites recommended or redirected by Lyca mobile.

10. Liability of the customer

10.1 Customers shall be liable for damage of any kind caused to Lyca mobile or to third parties by their use or misuse of Lyca mobile SIM Card or Lyca mobile multipurpose Voucher by any persons whomsoever or on any mobile telephone handset whatsoever, even in the event of loss or theft and customers shall compensate Lyca mobile for any damage they cause, including minor faults.

10.2 In the event of loss or theft of the Lyca mobile SIM Card, it is the responsibility of the customer to notify Lyca mobile as soon as possible about this loss or theft and to prevent any use by another person of the SIM Card. The customer shall be solely responsible for the SIM Card and may not claim any reimbursement from Lyca mobile for loss or theft of the SIM Card.

11. Changes

11.1 Lyca mobile reserves the right to change these terms and conditions at any time without prior notice (except significant adverse changes shall be on one month's prior notice). Furthermore Lyca mobile confirms it has used its best endeavors to ensure the accuracy of the information contained herein, but does not accept any liability for errors, omissions and misunderstandings arising.
11.2 Rates and billing conditions relating to the services are subject to change without any prior notice (except significant adverse changes shall be on one month's prior notice); this may be due to circumstances outside the control of Lyca mobile, such as changes to wholesale prices that it is charged by third party suppliers.
11.3 Changes in relation to 11.1 and 11.2 will be posted on the Lyca mobile website. It is the customer's responsibility to regularly check the Lyca mobile website for any changes affecting the services and their use. By continuing to use the services after Lyca mobile makes any changes in relation to 11.1 and 11.2 above, customer agrees to these changes. If a customer is not happy with any of these changes then customer does not have to continue to top-up their account for using the Lyca mobile SIM Card.
11.4 Lyca mobile shall be entitled to assign any and all of its rights and obligations under these terms and conditions to any other third party.

12. Complaints, kdisputes and governing law

12.1 Any complaints or disputes between the customer as a natural person not acting in the capacity of a professional enterprise and Lyca mobile regarding the provision of the Service must first be raised with Lyca mobile's customer services using the contact details provided above.
12.2 Failure by either Lyca mobile or customer to enforce rights under this Agreement shall not prevent Lyca mobile or customer (as the case may be) from taking further action.
12.3 The Agreement is governed by Swedish Law and shall be governed by the exclusive jurisdiction of the Swedish Courts.

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